

Date: 05/02/08

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
RM G13
CHATTANOOGA, TENNESSEE
37402**

REQUEST FOR PROPOSAL (RFP)

Proposal will be received at this office
101 East 11th Street, CITY HALL, Rm. G13
until

05/20/08

**Requisition No.: R0109272
Ordering Dept.: Regional Planning
Buyer: Shea Norwood
Phone No.: (423) 757-4759**

**Items Being Purchased: Phase II Environmental Site Assessment
And Clean Up Planning for Alton Park
Brownfields Project**

**Request for Proposal for
The City of Chattanooga, Tennessee**

*****REQUEST FOR PROPOSALS MUST BE RECEIVED***
4:00 PM Local Time on May 20, 2008**

**The City of Chattanooga reserves the right to reject any
and/or all proposals, waive any informalities in the proposals
received, and to accept any proposal which in its opinion may
be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the
purchase of all goods and services on the basis of race, color
or national origin.**

PLEASE PROVIDE US WITH THE FOLLOWING

Company Name: _____
Company Address: _____
Phone/Toll Free No.: _____
Fax No.: _____
E-Mail Address: _____
Contact Person: _____

Request for Proposals
Phase II Environmental Site Assessment and Clean Up Planning

Chattanooga-Hamilton County Regional Planning Agency
on behalf of the City of Chattanooga
April 17, 2008

1. Overview

The City of Chattanooga (City) received in 2006 an Environmental Protection Agency (EPA) Community-wide Hazardous Substances Brownfields Assessment Grant for the Alton Park Redevelopment Area (Alton Park). The Chattanooga-Hamilton County Regional Planning Agency (RPA) is managing the grant on behalf of the City. In February 2008, Phase I Environment Site Assessments were conducted on eight (8) sites as per grant requirements. Of the eight sites, the consultant has identified recognized environmental conditions (RECs) associated with six sites. Further investigations of the RECs with the sites are warranted.

Those six Target Sites are the subject of this request for proposals (RFP) and are identified on an attached map (see Appendix). A list of tax parcels by Target Site follows in the attached matrix (see Appendix). Phase I Environment Site Assessment reports are available on the RPA's web site.
<http://www.chcrpa.org/>

The six target sites are:

- Health Center / Franklin Middle School / 36th Street Landfill
- Tennessee Avenue and Railroad Overpass
- Oakland Avenue and 45th Street
- Alton Park Recreation Center
- Piney Woods Elementary School
- Cofer Site

2. Scope of Services

The overall objective of this project is to evaluate the environmental conditions; and to develop clean up plan for the six target sites. The ultimate goal is to return these sites to productive use. In conjunction with this Brownfields project, RPA is updating the Alton Park Master Plan which was prepared in 2000. The plan will provide guidance regarding the redevelopment of these sites. A public meeting will be held in June for public input.

The scope of services, as outlined in this RFP, is preliminary. The RPA is seeking a qualified firm to perform two types of services. The first type is clear and well defined and the second type is contingent on site-conditions and the Phase II assessments. The final scope of services will be negotiated with the selected firm and modified as needed.

Basic services

- Prepare a Quality Assurance Management Plan (QAMP) according to EPA requirements.
- Prepare Property Profile Forms for the Target Sites for assessment activity using ACRES.
- Complete Threatened and Endangered Species Survey in compliance with Endangered Species Act (ESA) and Historical and Cultural Resource Survey in compliance with the National Historic Preservation Act (NHPA) for each site.
- Prepare Quality Assurance Project Plans (QAPP) and Health & Safety Plan (HASP) according to EPA requirements for each site as well as sampling / analytical work plan. The sampling/ analysis work plan must be approved by the Project Director before starting any sampling activities
- Complete Phase II Environmental Site Assessment at the designated sites, according to the site-specific QAPP, EPA, State, ASTM Standard E-1903-97 and the approved work plan, including drilling and sampling activities as needed to evaluate the presence and extent of RECs.

- Prepare final reports on field sampling activities and analytical results with conclusions on releases of hazardous substances and risks to health and the environment, and recommendations for remedial alternatives.
- Serve as technical consultant in the public involvement activities by preparing educational materials which explain the environmental and human health risks and cleanup options in layman's terms, and participating public meetings as well as advisory committee meetings.
- Communicate progress regularly to the Project Director.
- Prepare monthly reports documenting activities in a format that facilitates the Project Director to submit the quarterly reports to EPA.
- Serve as technical consultant to the Project Director in the preparation and submission of all necessary reporting forms to be submitted to the EPA, including a final close-out report summarizing all grant activities.
- Coordinate with the Project Director to ensure all EPA and State regulations are met.

Additional Services:

- Coordinate with the Hamilton County Health Department and the Health Review Committee in conducting health monitoring activities such as analyzing health data by zip code from Tennessee Department of Health to determine general health trends in comparison to other zip codes. See appendix for sample data.
- Conduct site-specific risk assessments as needed for the designated sites where a Phase II Environmental Site Assessment has been completed.
- Develop integrated cleanup and redevelopment plan as needed for the Target Sites using risk-based corrective action. Analysis of remediation options will be based on cleanup goals, methods and costs considered acceptable to the project director, the advisory committee, state agency and EPA. The contractor will provide information on cleanup options and obtain feedback from stakeholders through community participation process. Evaluation criteria will initially be public health risk; safety; ease of implementation; effectiveness; consistency with federal, state, and local laws; degree of permanency; time; and cost.
- Assist with preparing and negotiating Voluntary Cleanup Contracts/Brownfield Agreements with State program as needed.

3. Procedure

A. Proposed Timeline

Issue RFP	May 2, 2008
Proposals Due	May 20, 2008
Contractor Interviews (week of)	May 26, 2008
Selection Announced (week of)	June 2, 2008
Final Deliverables Due Date	July 30, 2009

B. Point of Contact

Questions regarding this RFP should be submitted in writing to:

Shea Norwood
 Buyer
 Purchasing Department
 Chattanooga, TN 37402
 (423) 757-4759; Fax (423) 757-0949; email norwood_shea@mail.chattanooga.gov

C. Site Visit

Vendors are encouraged to visit the Target Sites. Although most Target Sites are public property, the Cofer site is not.

D. Interviews

Vendors might be invited for interview. The purpose of the interview would be to clarify to the content of proposals or other provided information.

E. Number of Copies

Contractors will submit one electronic copy and five hard copies of the proposal.

F. Submissions

Copies of the proposal should be submitted in a sealed package to the City Purchasing Department by 4:00 P.M. on the due date:

Shea Norwood
Purchasing Department
City of Chattanooga
100 East 11th Street, Room 200
Chattanooga, TN 37402

Proposals received after that time will not be considered and will be returned unopened to the contractor. There will be no exceptions. Proposals may be received by hand, by certified mail, or by private carrier. The package containing the copies of the proposal should be clearly marked: "Attn: Proposal for Alton Park Brownfields Assessment Project."

4. Deliverables

The selected consultant will deliver 1 electronic copy and 1 paper copy, unless specify differently, of the following reports/plans in conjunction with the scope of work:

- Work Plan for final negotiated scope of services: This will be a revision of the original proposal as negotiated with the project director
- Quality Assurance Management Plan (email copy only)
- Monthly Reports (email copy only)
- Property Profile Form (electronic copy using ACRES)
- Quality Assurance Project Plan and sampling / analysis work plan
- Environmental Health and Safety Plans
- Phase II Environmental Site Assessment Reports (5 electronic copies and 3 paper copies)
- Threatened and Endangered Species Survey and Historical and Cultural Resource Survey Reports
- Health Monitoring Reports
- Educational materials for the public (1 electronic copy and 100 paper copies)
- Cleanup and Redevelopment Plans (5 electronic copies and 3 paper copies)
- Close-out Report

5. Compliance Issues

1. Contractor's activity must be compliant with all relevant and applicable Federal laws and regulations for work funded by an EPA Brownfields Grant, including but not limited to 40CFR Part 31 and 40 CFR Part 35 Subpart O, ASTM Standard E-1903-97, OSHA Work Health and Safety Standards, Uniform Relocation Act, National Historic Preservation Act, Endangered Species Act, Section 404 of the Clean Water Act, MBE/MWE requirements, Contract Work Hours and Safety Standards Act, Anti-Kickback Act, Section 504 of the Rehabilitation Act, as well as the 2006 EPA Brownfields Assessment Grant Terms and Conditions.
2. Contractor must comply with any applicable State statutes, regulations, and standards.
3. Contractor must submit agreement to comply with City regulations regarding Affirmative Action and Insurance (see Appendix).

6. Proposal Content

Proposals should substantially follow the outline provided below. Proposals are to be on standard letter-sized paper and must be prepared simply and economically. They should provide a straightforward and concise description of the capabilities of the services proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content.

A. Cover Letter

Cover letter should summarize vendor's proposal and provide demonstrated understanding of the project's goals and objectives, including services offered and deliverables expected.

B. Qualifications and Capacities:

Describe the qualifications and capabilities of the consultant as they relate to providing services for, managing and complying with Federal contracts and the scope of services of this RFP.

1. **Past Project Experience:**

Include project summaries of relevant EPA Brownfield projects completed in Tennessee and EPA Region 4. Summarize the scope of work, and provide client contact information.

2. **Management Plan and Key Staff Assigned to the Project:**

Identify specific personnel that will be assigned to the following key roles for the project: Project Manager and Lead Technical Staff members. Personnel identified in the proposal must be the principal staff that will work on the project and represent the majority of hours billed to the project. Resumes shall not exceed 3 pages in length. Project staff must meet all local, state, and federal requirements to perform work. Certified or licensed professionals (e.g., Professional Geologist, Professional Engineer, TN Certified Lab, Certified Well Driller, etc.) must be used to perform work as required.

3. **Technical Approach:**

Describe the technical approach that will be used to complete the tasks described in this RFP, including knowledge, experience and capabilities to perform "Streamlined Site Evaluations" utilizing innovative and creative assessment technologies for more efficient and more effective investigations, if possible. Innovative methods and procedures must be justified by anticipated time and cost savings and provisions to ensure data quality. Use of cost- and time-saving equipment and methods is encouraged if the quality of data and results is adequate.

Provide number and type of samples to be collected at each site including the media and analytical parameters to be submitted to the laboratory for analysis. Sampling activities must be adequate to determine the magnitude and extent of potential contamination and to identify remediation options for contaminants that may pose a threat to redevelopment and future land use. The proposal also should include a rationale for selecting locations, types, quantities, and analyses of proposed samples to ensure that defensible and quality data will be collected and reported.

Provide an example outline or describe the type of information that will be included in the health and safety plan.

4. **Work Plan and Time Schedule:**

A proposed work plan includes division of tasks, deliverables and scheduling of progress reports. A detailed project schedule showing key milestones discussed in the work plan along with the amount of time needed to meet the proposed work schedule. Time should be allowed in the schedule for the Project Director and EPA to review and revise draft deliverables and for preparation of the final documents.

5. **Standard Billing Rates:**

Provide hourly rates for all personnel assigned to the project. As the City reserves the right to a final contract for fewer than six sites, the scope and costs of each site will be negotiated with the selected contractor after award based upon the hourly labor rates provided.

6. **Background Information of the company:**

Full disclosure regarding the company status, and status of parent companies, subsidiaries, affiliates, and subcontractors as potential responsible parties: including but not limited to:

- Business background

- Legal name of business
- Age of the business
- Names, addresses, and position of all persons having a financial interest in the company
- State of formation
- Number of employees
- Three (3) years of financial statements of the firm
- Summary of relevant accomplishments
- Financial statements, licenses, certifications as called for in the below section.

C. References

Provide up to five references including the following:

1. Name, title, address, and phone number of key contact
2. Nature and scope of work for client

D. Professional Practice (Limited to the Project Team, all employees, assigned to this project)

Please provide information as follows. If the question or request does not apply or is not relevant, please indicate so and provide any necessary information.

1. Has your firm ever been cited by any authority for unscrupulous practice? Does your firm have any past or present suits with any current or former customers? Explain as necessary.
2. Identify any adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings claims or complaints concerning violations of federal, state, or municipal equal opportunity laws or regulations.
3. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business, or has any of your firm's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
4. Identify any clients who have terminated services in the past two years.
5. Provide a description of any action, suit, proceeding or investigation pending or threatened against your firm, including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
6. Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your firm's business which is still pending, or has any of your firm's offices, directors, or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments and surrounding circumstances in detail.
7. Please describe any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with the City; any family relationship that any employee of your firm has with any City official or employee that may create a conflict of interest or the appearance of a conflict of interest with the City; and any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with the City.
8. Has your firm including parent company, subsidiaries, affiliates, and subcontractors has ever been or is currently disbarred from receiving Federal funds?

E. Other

1. Provide any other information that may be useful to the RFP advisory committee in reviewing this proposal.
2. Contractors are encouraged to employ Minority Business Enterprise/ Women's Business Enterprise companies (MBE/WBE) whenever possible. Please provide information of your firm's previous use of MBE/WBE and this project. Also, indicate if you are a minority or woman owned business with your proposal submission.
3. Consultant shall provide written proof of insurance coverage for personal injury and property damage. Including comprehensive general and automobile liability and contractual liability.

4. The contractor shall provide written proof of contractual liability, comprehensive general liability insurance, workers compensation insurance, pollution coverage insurance and professional liability insurance for Directors and Officers for errors and omissions.

F. Resources

1. Include any other resources not discussed in the section B.
2. Indicate professional resources that will be dedicated to the project (information technologies, etc.) and indicate availability. If resources are not available, indicate how resources would be acquired or contracted for.
3. Specify subcontractor's (if any) qualifications in a similar manner.

G. Fees and Costs

In a separate sealed envelope, provide one copy of your cost estimate. Cost estimates should be provided in two sections: the basic services and the additional services. Consultants are to provide the basic services cost for each of the six Target Sites in table format and followed by a total lump sum of all sites. The additional services will be in unit rate on which costs are based.

The City reserves the right at its discretion to enter into a final contract for fewer than six Target Sites. One consultant will be selected to provide all services on the basis of demonstrated quality of service, number of Target Sites to receive assessment, cost, and other determinants.

H. Required Attachments

Provide originals or photocopies of the following (or provide explanation, as applicable, if any attachment is absent):

1. Three (3) years most recent annual financial statements.
2. A draft contract of the similar type normally used by the contractor.
3. Any licenses from the State of Tennessee relevant to the execution of this project.
4. Any certification indicating that staff assigned to this project is equipped to carry out the provisions of this proposal.
5. A signed agreement to comply with City Affirmative Action Plan (See Appendix).
6. A signed compliance form of insurance coverage (See Appendix).
7. An example of educational materials that will be used to communicate technical aspects of the environmental assessment to the public.

6. Proposal Evaluation and Award

A. Threshold Considerations

1. Qualifications and Capabilities of the consultant
2. Cover Letter with signature of legally authorized individual
3. Complete Proposal as per Section 5: "Proposal Content"
4. Required Attachments

B. Evaluation

One contractor will be selected to perform all the services primarily on the basis of demonstrated quality of service, number of Target Sites to receive assessment, and cost. Determinants of award include:

1. Concise, accurate, completeness of proposal
2. Prior experience in performing the type of service requested in this RFP
3. Overall expertise and overall strength
4. Cost
5. References and reputation
6. Preference for local vendors
7. Other information useful to the City in the selection process

C. Rights Reserved

1. Right of award. The City reserves the right to award this contract to the vendor that best meets the requirements of the RFP, and not necessarily to the lowest bidder.

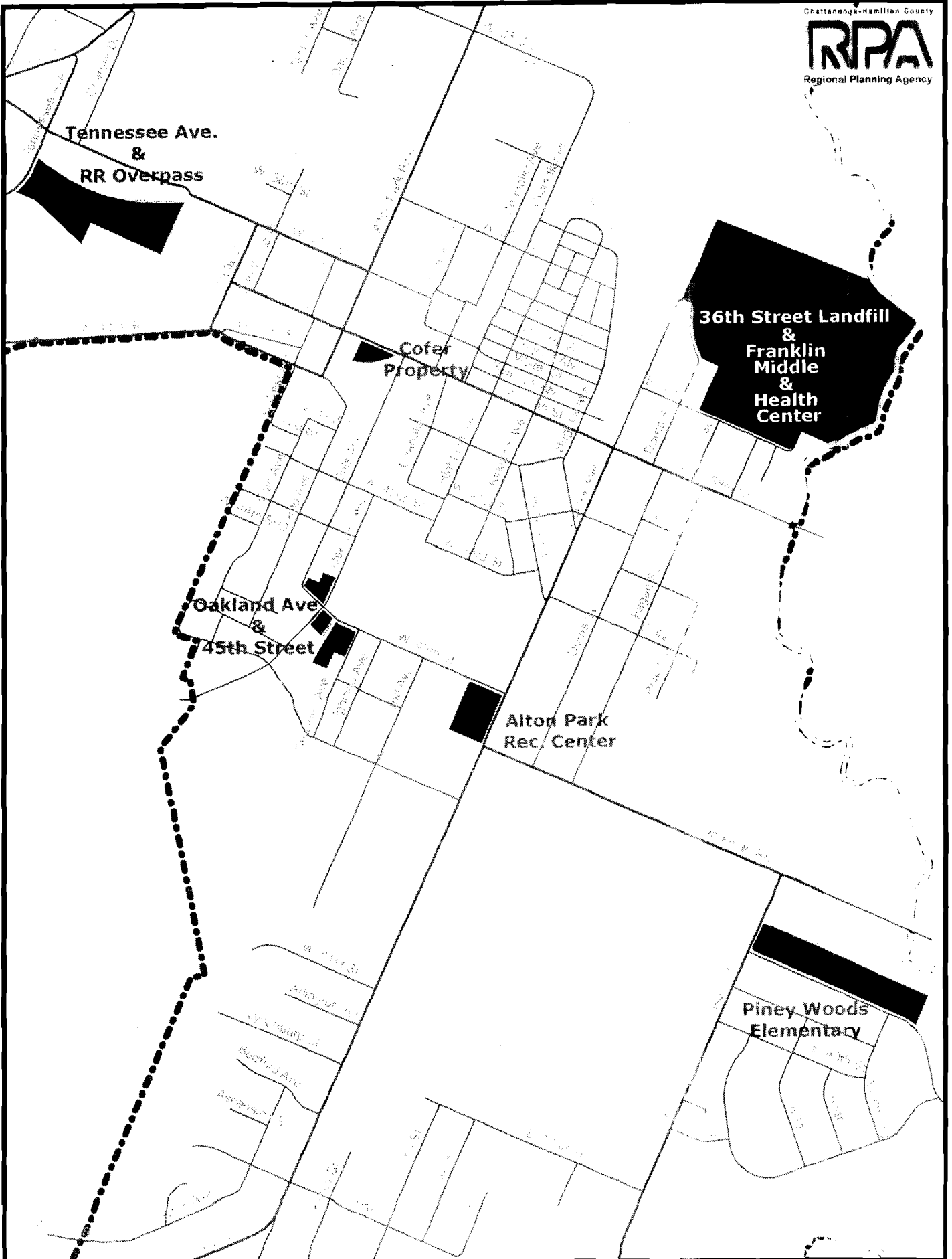
2. Right of rejection. The City reserves the right to accept or reject any or all proposals prior to execution of the Services contract for any or no reason and with no penalty to the City.
3. Right of revision. The City reserves the right for any or no reason and at its sole discretion to amend, withdraw, or cancel this RFP, and at its sole discretion to accept or reject any or all proposals.
5. Right to withhold. The City reserves the right to hold proposals and withhold determination for up to 180 days beyond the final date for submission before making any determination.
6. Right to negotiate. The City reserves the right at its discretion to negotiate separately and privately with any potential vendor.

7. Other Information

1. All RFP material submitted to the City becomes the property of the City. No RFP material will be returned to the vendor, unless the vendor otherwise so requests at the time of submission.
2. Rejection of proposals. The City reserves the right to reject any and all proposals received as a result of this RFP.
3. Issuing office. This RFP shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the General Services Department.
4. Cancellation. If the vendor fails to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the City shall have the right to immediately terminate the contract and to withhold payments that are in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the previous, the vendor shall not be relieved of any liability to the City for damages sustained by virtue of any breach by the Contractor.
5. Contract termination. Either party hereto may terminate this agreement upon a thirty (30) calendar days with prior written notice of such terminate to the other party.
6. Subcontracting. The contractor may subcontract the work to be performed but shall be responsible for all work subcontracted. The contractor must submit a list of all contractors proposed for portions of the work. The exact portion of the work performed by the subcontractor is to be clearly identified. The City will consider the qualifications of all subcontractors, including named team members, in the evaluation of the proposal. The City reserves the right to reject any subcontractor proposed for work on this project. The contractor must agree to replace a subcontractor at the sole discretion of the City.

Appendices

Map of Target Sites
Target Sites Matrix
Brownfields Terms and Conditions
Affirmative Action Plan
Insurance Requirements
Sample Health Data



Target Sites Matrix

Site	Tax Map #	Owner	Address	Acres
Health Center / Franklin Middle School / 36th Street Landfill	155M C 001	CHATT CITY OF	PARK DR	44.09
	155M C 003	HAMILTON CO BOARD OF EDUCATION	200 E 37TH ST	8.91
Total				53.00
Tennessee Avenue and Railroad Overpass	155O M 009	CHATT CITY OF	TENNESSEE AVE	3.44
	155O M 010	CHATT CITY OF	3732 TENNESSEE AVE	1.28
	155O N 002	CHATT CITY OF	W 40TH ST	4.73
Total				9.45
Oakland Avenue and 45th Street	167C B 015	CHATT CITY OF	4327 OAKLAND AVE	0.11
	167C B 016	CHATT CITY OF	4333 OAKLAND AVE	0.09
	167C B 017	CHATT CITY OF	511 W 45TH ST	0.37
	167C H 001	CHATT CITY OF	W 40TH ST	0.14
	167C H 002	HAMILTON CO & CHATT CITY OF	400 W 45TH ST	1.36
	167C H 037	CHATT CITY OF	4508 OAKLAND AVE	0.14
	167C H 038	CHATT CITY OF	4504 OAKLAND AVE	0.13
Total				2.34
Alton Park Recreation Center	167F C 001	CHATT CITY OF - ALTON PARK REC CTR	100 W 45TH ST	2.80
Total				2.80
Piney Woods Elementary School	167L B 001	PINEY WOODS SCHOOL - HC REAL PROP	701 HOOKER RD	8.10
Total				8.10
Cofer Site	155N H 002	COFER R L C/O MARK H COFER	510 W 38TH ST	0.77
Total				0.77
Grand Total				75.69

REGION 4

2006 Brownfields Assessment Grant Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to brownfields grants under CERCLA 104(k) and do not apply to pre-FY 2003 grants subject to 104(d).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: In implementing this agreement, the cooperative agreement recipient (CAR) shall insure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- b. CERCLA 104(g) requires that recipients comply with the prevailing wage rate requirements under the Davis-Bacon Act of 1931 for construction, repair or alteration contracts “funded in whole or in part” with funds provided under this agreement. If the CAR uses funds awarded under this agreement to contract for construction, repair or alteration work, it must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction, alteration or repair contract.
- c. The recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.
- d. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water

Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

B. Eligible Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants* for discussion of this element):
 - (1) that a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) that the State determines there is "no viable responsible party" for the site;
 - (3) that the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) that the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.
 - b. Documentation must include the identity of the State program official contacted, the State official's telephone number, the date of the contact, and a summary of the discussion relating to the state's determination that

the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA must also make all determinations on the eligibility of petroleum contaminated brownfield sites located on Indian tribal lands. Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

- 1. This cooperative agreement is contingent on EPA approval of a Final Work plan. Unless EPA has notified Recipient that the cooperative agreement work plan has been approved prior to award, a **Final Work plan** must be approved by EPA within 60 calendar days following the date of award. Any expenditures incurred by recipient prior to EPA approval of the Work plan must be consistent with the approved Work plan in order to be reimbursed by EPA.
- 2. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
- 3. If after 1½ years from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the Agency may terminate this agreement.
- 4. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA and then funding is not to exceed \$350,000 at the site subject to the waiver.

B. Substantial Involvement

- 1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; review of project phases;

and approval of substantive terms included in professional services contracts.

- b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determining whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
- 2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
- 3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to

carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

(Note: Cooperative Agreement Recipients expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.)

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis (30 days after the end of each Federal fiscal quarter) to the EPA Project Officer. The progress reports must document incremental progress at achieving the project goals and milestones. Quarterly progress reports must include:
 - a. Documentation of progress at meeting performance outcomes/outputs, project narrative, project time line and an explanation for any slippage in meeting established output/outcomes.
 - b. An update on project milestones.
 - c. A budget recap summary page with the following headings: Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds.
 - d. Quarterly reports must provide separate accounting of costs incurred at hazardous substances and petroleum contaminated brownfields sites.
 - e. Recipient quarterly reports must clearly identify which activities performed during the reporting period were undertaken with EPA funds, and must relate EPA-funded activities to the objectives and milestones agreed upon in the work plan including a list of sites where assessment activities were completed. *To the extent consistent with the EPA approved work plan for this agreement*, activities undertaken with EPA funds to be included in quarterly performance and financial reporting may include:
 1. Acres per property
 2. Assessments started/completed
 3. No cleanup required
 4. Types of contaminants found
 5. Acres of greenspace created

6. Engineering/institutional controls required, what type and whether they are in place
 7. Cleanup plans
 8. Redevelopment underway
 9. Funds leveraged
 10. Jobs leveraged
 11. Health monitoring studies, insurance, institutional controls funded
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific sites under this grant.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended by the CAR at petroleum sites identified in the EPA approved work plan.
4. The CAR must complete and submit relevant portions of the Property Profile Form reporting the commencement of a Phase I assessment, the expenditure of \$1,000 or more of grant funds at a property or the completion of a property assessment. The CAR must submit the updated Property Profile Form reflecting such events within 30 days after the end of the Federal fiscal quarter in which the event occurred. The CAR may be provided access to an on-line reporting system by the EPA Project Officer to perform their reporting requirements. Alternately, the CAR may complete a hard copy version of the Property Profile Form available from their EPA Project Officer or on-line at: <http://www.epa.gov/brownfields/pubs/rptforms.htm>
5. In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.
6. One copy of the quarterly report should be submitted to the following individual:

EPA Designated Project Officer
U.S. Environmental Protection Agency
Waste Management Division
Brownfields/State Support Section
61 Forsyth Street, S. W.
Atlanta, GA 30303-8960

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only:** If the EPA-approved scope of work includes funding for brownfields program development and implementation (including monitoring of health and institutional controls), the CAR must ensure that no more than 10% of the funds awarded by this agreement may be used by the CAR for this purpose. The CAR must maintain records on funds that will be used to carry out these activities and must provide separate accounting of costs incurred.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA §107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

- h. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.
2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for Brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
 - (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
 - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
 - (8) Close out under 40 CFR 31.50.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government

for an Indian tribe; or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (e.g., fees) in an interest bearing account.
 - a. Interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
2. **QMP:** The CAR must have an **EPA approved Quality Assurance Management Plan (QMP)** in place before beginning any field work, funded wholly or in part by this agreement, that includes sampling and analysis of environmental media. One QMP can be approved for all such work under this agreement. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QMP should be

consistent with the “*EPA Requirements for Quality Management Plans; (QA/R-2).*”

3. **QAPP:** The CAR, or its service agent/contractor(s), must have an **EPA approved Quality Assurance Project Plan (QAPP)** in place before beginning **each** property specific field work, funded wholly or in part by this agreement, that includes sampling and analysis of environmental media. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the “*EPA, Region 4, Standard Operating Procedures and Quality Assurance Manual*” and “*Quality Assurance Guidance for Conducting Brownfields Site Assessments EPA 540-R-038(PB98-963307) September 1998*” or “*EPA Guidance on Quality Assurance Project Plans (QA/G-5) (EPA 1998)*” and later revisions.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a “Phase I” site characterization and assessment carried out under this agreement will be performed in accordance with EPA’s standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process,” or EPA’s All Appropriate Inquiries Final Rule. This does not preclude the use of additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR’s appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (i) The affected party,
 - (ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: **payment** is the U.S. EPA's transfer of funds to the CAR; **close out** refers to the process that the U.S. EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

B. Schedule for Closeout

1. The CAR should supply to the EPA Designated Project Officer one copy of all tangible final products that were created for the purposes of the funded project, ***funded wholly or partly with EPA funds.***
2. Closeout will be conducted in accordance with 40 CFR 31.50 or 40 CFR 30.71 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described by the EPA approved work plan.

The FREQ Procedure

disease txt

disease	Frequency	Percent	Cumulative Frequency	Cumulative Percent
Acute URI	1260	0.93	1260	0.93
Alzheimers/CD	1260	0.93	2520	1.85
Anemia Aplastic	1260	0.93	3780	2.78
Anemia Def	1260	0.93	5040	3.70
Anemia Hemo	1260	0.93	6300	4.63
Anemia Hemo Auto	1260	0.93	7560	5.56
Anemia Other	1260	0.93	8820	6.48
Anemia Pernicious	1260	0.93	10080	7.41
Appendicitis	1260	0.93	11340	8.33
Asthma	1260	0.93	12600	9.26
Bladder Neo	1260	0.93	13860	10.19
Bone Neo	1260	0.93	15120	11.11
Brain Neo	1260	0.93	16380	12.04
Breast Neo	1260	0.93	17640	12.96
Bronch/Lung Neo	1260	0.93	18900	13.89
COPD	1260	0.93	20160	14.81
Cancer	1260	0.93	21420	15.74
Cerebral Palsy Infan	1260	0.93	22680	16.67
Cerebrovascular	1260	0.93	23940	17.59
Cholelithiasis	1260	0.93	25200	18.52
Chronic Bronch	1260	0.93	26460	19.44
Chronic Lower Resp	1260	0.93	27720	20.37
Chronic R&S	1260	0.93	28980	21.30
Colon Neo	1260	0.93	30240	22.22
Con Tis Neo	1260	0.93	31500	23.15
Contact Dermatitis	1260	0.93	32760	24.07
Development Delays	1260	0.93	34020	25.00
Diabetes Mellitus	1260	0.93	35280	25.93
Emphysema	1260	0.93	36540	26.85
Encephalitis	1260	0.93	37800	27.78
Endocrine Neo	1260	0.93	39060	28.70
Epilepsy	1260	0.93	40320	29.63
Esophagus Neo	1260	0.93	41580	30.56

The FREQ Procedure

disease txt

disease	Frequency	Percent	Cumulative Frequency	Cumulative Percent
Goodpastures Syn	1260	0.93	42840	31.48
Graves Disease	1260	0.93	44100	32.41
Heart	1260	0.93	45360	33.33
Heart Ischemic	1260	0.93	46620	34.26
Heart Other	1260	0.93	47880	35.19
Heart Rheum	1260	0.93	49140	36.11
Hernia	1260	0.93	50400	37.04
Hodgkins	1260	0.93	51660	37.96
Hyperactivity	1260	0.93	52920	38.89
Hyperten Prim	1260	0.93	54180	39.81
Hypertension	1260	0.93	55440	40.74
Kidney Neo	1260	0.93	56700	41.67
Larynx Neo	1260	0.93	57960	42.59
Leuk A Lymph	1260	0.93	59220	43.52
Leuk A Mono	1260	0.93	60480	44.44
Leuk A Myel	1260	0.93	61740	45.37
Leuk Lymph	1260	0.93	63000	46.30
Leuk Mono	1260	0.93	64260	47.22
Leuk Myel	1260	0.93	65520	48.15
Leukemia	1260	0.93	66780	49.07
Liver Abscess	1260	0.93	68040	50.00
Liver Acute	1260	0.93	69300	50.93
Liver Cirrh	1260	0.93	70560	51.85
Liver Neo	1260	0.93	71820	52.78
Liver Other	1260	0.93	73080	53.70
Melanoma	1260	0.93	74340	54.63
Meningitis	1260	0.93	75600	55.56
Mental Retardation	1260	0.93	76860	56.48
Migraine	1260	0.93	78120	57.41
Multiple Sclerosis	1260	0.93	79380	58.33
Myasth Grav	1260	0.93	80640	59.26
NF Pneumo	1260	0.93	81900	60.19
NI Colitis/Enteritis	1260	0.93	83160	61.11

Nephritis	1260	0.93	85680	62.96
Non Hodgkins	1260	0.93	86940	63.89
Other Auto	1260	0.93	88200	64.81
Other Autonomic	1260	0.93	89460	65.74
Other Blood	1260	0.93	90720	66.67
Other Child DNS	1260	0.93	91980	67.59
Other DNS	1260	0.93	93240	68.52
Other DRS	1260	0.93	94500	69.44
Other Demyelinating	1260	0.93	95760	70.37
Other Digestive	1260	0.93	97020	71.30
Other FR Neo	1260	0.93	98280	72.22
Other Gallbladder	1260	0.93	99540	73.15
Other Intestine/Peri	1260	0.93	100800	74.07
Other Lymph Neo	1260	0.93	102060	75.00
Other Movement DNS	1260	0.93	103320	75.93
Other Paralytic	1260	0.93	104580	76.85
Other Peripheral DNS	1260	0.93	105840	77.78
Other Skin Neo	1260	0.93	107100	78.70
Other Spinal	1260	0.93	108360	79.63
Other Urinary	1260	0.93	109620	80.56
Ovary Neo	1260	0.93	110880	81.48
Pancreas	1260	0.93	112140	82.41
Pancreatic Neo	1260	0.93	113400	83.33
Parkinsons	1260	0.93	114660	84.26
Pleurisy	1260	0.93	115920	85.19
Pneumonia	1260	0.93	117180	86.11
Prostate Neo	1260	0.93	118440	87.04
Rectum Neo	1260	0.93	119700	87.96
Rheumatoid Arthritis	1260	0.93	120960	88.89
Sinus Neo	1260	0.93	122220	89.81
Spinocerebellar	1260	0.93	123480	90.74
Stomach	1260	0.93	124740	91.67

The FREQ Procedure

disease txt

disease	Frequency	Percent	Cumulative Frequency	Cumulative Percent
Stomach Neo	1260	0.93	126000	92.59
Sys Lupus Eryth	1260	0.93	127260	93.52
Teeth/Mouth	1260	0.93	128520	94.44
Thromb Microangio	1260	0.93	129780	95.37
Thyroid Neo	1260	0.93	131040	96.30
Trachea Neo	1260	0.93	132300	97.22
Ulcer/Gastritis	1260	0.93	133560	98.15
Uterine Neo	1260	0.93	134820	99.07
Wegeners Granulo	1260	0.93	136080	100.00

Health Sample Data

Disease	Year	Sex	Race	Region	Frequency	Population	rate aa	LL CI aap	UL CI aap
Cancer	1998	ALL	1	12	382	238802	136.9361572	122.8296361	151.0426783
Cancer	1998	ALL	2	12	100	61840	195.6030273	157.264834	233.9412207
Cancer	1998	ALL	3	12	4	4974	91.21875	24.85437281	233.5564875
Cancer	1998	ALL	10	12	915	305616	282.5327759	264.2258948	300.839657
Cancer	1998	F	1	12	185	123812	130.2358398	111.4685863	149.0030934
Cancer	1998	F	2	12	48	33675	151.4584727	110.8880237	202.0257322
Cancer	1998	F	3	12	2	2488	68.34375	8.276428125	246.8808619
Cancer	1998	F	10	12	451	159973	255.4957275	231.9153126	279.0761425
Cancer	1998	M	1	12	177	114990	155.0125732	132.1757146	177.8494319
Cancer	1998	M	2	12	54	28165	264.4267578	198.6453133	345.0187451
Cancer	1998	M	3	12	2	2488	132.2265625	16.01263672	477.6473008
Cancer	1998	M	10	12	464	145643	333.6671143	303.3085047	364.0277238
Cancer	1999	ALL	1	12	1031	239154	375.3596191	352.4470236	398.2722147
Cancer	1999	ALL	2	12	146	62568	282.0622559	236.3087246	327.8157871
Cancer	1999	ALL	3	12	2	5193	75.00390825	9.082973047	270.9398107
Cancer	1999	ALL	10	12	1591	306915	484.7022095	460.8847201	508.5196989
Cancer	1999	F	1	12	543	123743	359.5087891	329.2699113	389.7476668
Cancer	1999	F	2	12	85	34000	271.4702148	216.8395488	335.6783501
Cancer	1999	F	3	12	1	2577	47.96875	1.21456875	267.2646063
Cancer	1999	F	10	12	859	160320	476.3017578	444.4493935	508.1541221
Cancer	1999	M	1	12	488	115411	423.0074463	385.4780975	460.5387951
Cancer	1999	M	2	12	61	28588	311.3066406	238.1246755	399.8858321
Cancer	1999	M	3	12	1	2616	178.40625	4.51724625	994.0153988
Cancer	1999	M	10	12	732	146595	526.1311035	488.0162278	564.2459792
Cancer	2000	ALL	1	12	1537	239412	561.5644531	533.4895189	589.6393873
Cancer	2000	ALL	2	12	208	63009	380.9165039	329.1493613	432.6836465
Cancer	2000	ALL	3	12	6	5475	116.7226583	42.83488039	254.0561991
Cancer	2000	ALL	10	12	1883	307896	569.7799072	544.0440854	595.5157291
Cancer	2000	F	1	12	813	123695	544.0754395	506.8755843	581.4752946
Cancer	2000	F	2	12	129	34183	409.59375	338.9108211	480.2766789
Cancer	2000	F	3	12	4	2736	127.6445313	34.77930543	326.8210578
Cancer	2000	F	10	12	1012	160614	558.2686788	523.8725868	592.6647667
Cancer	2000	M	1	12	724	115717	610.4719238	568.0034235	654.9404242
Cancer	2000	M	2	12	79	28826	376.425293	298.0196687	469.1388426
Cancer	2000	M	3	12	2	2739	108.3359375	13.11948203	391.3462405
Cancer	2000	M	10	12	871	147282	614.4584961	573.6510376	655.2659546
Cancer	2001	ALL	1	12	1590	239762	574.2467041	546.0202697	602.4731385
Cancer	2001	ALL	2	12	227	63206	416.8366699	362.6104838	471.0628561
Cancer	2001	ALL	3	12	7	5614	135.0292969	54.28852881	278.2116827
Cancer	2001	ALL	10	12	1838	308582	548.8227539	523.7319009	573.9136069
Cancer	2001	F	1	12	816	123792	541.2995605	504.1589818	578.4401393
Cancer	2001	F	2	12	128	34275	394.0673828	325.2590099	462.8757557
Cancer	2001	F	3	12	3	2809	127.1523438	26.22135633	371.5925524
Cancer	2001	F	10	12	951	160876	517.1341553	484.2664764	550.0018342
Cancer	2001	M	1	12	774	115970	642.9987793	597.6990362	688.2985224
Cancer	2001	M	2	12	101	28931	470.9472656	379.099697	562.7948342
Cancer	2001	M	3	12	4	2805	143.546875	39.11221703	367.5374188
Cancer	2001	M	10	12	887	147706	615.8674316	575.3369747	656.3978886
Cancer	2002	ALL	1	12	1582	240185	565.7996826	537.9182214	593.6811439
Cancer	2002	ALL	2	12	264	63440	479.3127441	421.4934102	537.1320781
Cancer	2002	ALL	3	12	13	5764	279.3320313	148.7331334	477.6661534
Cancer	2002	ALL	10	12	1869	309389	552.6777344	527.6210623	577.7344064
Cancer	2002	F	1	12	808	123926	533.9788818	497.1596713	570.7980924
Cancer	2002	F	2	12	138	34385	434.2685547	361.8124618	506.7246476
Cancer	2002	F	3	12	6	2886	200.8671875	73.71424047	437.203503
Cancer	2002	F	10	12	955	161197	515.1201172	482.4490819	547.7911525
Cancer	2002	M	1	12	774	118259	641.3842773	598.1982771	686.5702776
Cancer	2002	M	2	12	126	29055	551.2885547	455.0111786	647.5259308
Cancer	2002	M	3	12	7	2878	427.7578125	171.9800285	881.3436417
Cancer	2002	M	10	12	914	148192	631.9309082	590.9621716	672.8996448
Cancer	2003	ALL	1	12	1575	240672	555.1083964	527.6930613	582.5237355
Cancer	2003	ALL	2	12	262	63700	478.8012695	419.0657832	534.5367559
Cancer	2003	ALL	3	12	16	5928	359.3164083	205.3816646	583.5082848
Cancer	2003	ALL	10	12	1862	310300	543.4802856	518.7943252	588.166246
Cancer	2003	F	1	12	761	124092	489.5209961	454.7405565	524.3014357
Cancer	2003	F	2	12	145	34507	447.7763672	374.8921928	520.6605416
Cancer	2003	F	3	12	8	2971	288.96875	121.8667909	569.384025
Cancer	2003	F	10	12	918	161570	483.5183105	452.2396854	514.7969357
Cancer	2003	M	1	12	814	116580	672.8951904	626.4824002	718.9079807
Cancer	2003	M	2	12	117	29193	543.0703125	444.6648509	641.4757741
Cancer	2003	M	3	12	8	2957	476.6210938	201.0054139	939.1342031
Cancer	2003	M	10	12	944	148730	654.0030516	612.2825187	695.7235849
Cancer	2004	ALL	1	12	1676	241242	579.8483276	552.087432	607.6092233
Cancer	2004	ALL	2	12	276	63998	500.2595215	441.2398356	559.2792074
Cancer	2004	ALL	3	12	12	6094	196.8144531	101.6959961	343.7954867
Cancer	2004	ALL	10	12	1965	311334	561.7188721	536.8821768	586.5555674
Cancer	2004	F	1	12	787	124296	500.0371094	465.1012894	534.9729294
Cancer	2004	F	2	12	144	34649	441.7509766	369.5983171	513.9036361
Cancer	2004	F	3	12	9	3057	278.0859375	127.1575758	527.893316
Cancer	2004	F	10	12	940	162002	485.4940186	454.4572835	516.5307536
Cancer	2004	M	1	12	889	116946	709.4924316	662.8530313	756.131832
Cancer	2004	M	2	12	132	29349	590.7509766	489.9711622	691.5307909
Cancer	2004	M	3	12	3	3037	115.4296875	23.80391016	337.3340273
Cancer	2004	M	10	12	1025	149332	685.5574951	643.5875867	727.5274036

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

The Contractor (not the Owner) shall purchase and maintain until Substantial Completion Builder's Risk Insurance (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the City of Chattanooga, the Contractor and all subcontractors A.T.I.M.A. The deductible amount shall be \$1000.00 for each occurrence, which shall be paid by the Contractor. The Builder's Risk Insurance shall also provide coverage for portions of the Work in transit and for temporary storage of portions of the work to the value approved by the City in the Certificate for Payment.